

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 15**

New Orleans, Louisiana

DHL EXPRESS (USA), INC.

Employer

and

Case No. 15-RC-8668

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL UNION NO. 270**

Union/Petitioner

DECISION AND ORDER

Upon a Petition duly filed under Section 9(c) of the National Labor Relations Act (Act), a hearing was held before a hearing officer of the National Labor Relations Board (Board), in New Orleans, Louisiana, on July 17, 2006. Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

As explained more fully below, I find that the proposed single-facility bargaining unit sought by the International Brotherhood of Teamsters, Local Union No. 270, is appropriate. **I. Preliminary**

Findings

Based upon the entire record,¹ I find:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. DHL Express (USA), Inc. (Employer), is engaged in commerce within the meaning of Sections 2(6) and (7) of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein. The parties have stipulated, and I so find, the Employer is a Delaware corporation and is engaged in the business of delivering packages.

Both parties have filed briefs that have been duly considered.

Annually, the Employer provides services valued in excess of \$50,000 outside the State of Delaware, including within the State of Louisiana.

3. The parties have further stipulated, and I so find, that the International Brotherhood of Teamsters, Local Union No. 270 (Petitioner), is a labor organization within the meaning of Section 2(5) of the Act.
4. The parties have stipulated, and I so find, there is no history of collective-bargaining between the parties.

II. The Position of the Parties

The Petitioner filed the Petition in this matter seeking to represent a proposed bargaining unit consisting of the following group of employees:

All drivers and couriers employed at the Employer's 1717 Tchoupitoulas Street, New Orleans, Louisiana, facility.

However, the Employer contends the only appropriate bargaining unit would consist of the employees located at two of its facilities in the New Orleans area – its facility on Tchoupitoulas Street in New Orleans, Louisiana (NEW Facility) as well as its facility located on Woodpark Boulevard in Harahan, Louisiana (MSY Facility).²

Both parties have stipulated that the appropriate unit, whether consisting of employees at both facilities, or just the NEW Facility, would properly be defined as:

Included: All drivers, couriers, agents and dispatchers [employed at the appropriate facility(ies)]; Excluded: All salesmen, office clerical employees, guards, professional employees and supervisors as defined by the Act.

² As the record will show, there is a third facility at the Louis Armstrong International Airport in New Orleans, Louisiana, at which employees from both the NEW Facility and the MSY Facility spend time, but which has no

permanent complement of employees.

III. Findings

A. Relevant Facts

1. Overview of the Employer's Operations³

The Employer is a package delivery service company. In addition to numerous facilities around the world, the Employer operates three facilities in the New Orleans area. The first facility, the NEW Facility, is located in New Orleans, Louisiana. The second facility, the MSY Facility, is located in Harahan, Louisiana (a suburb of New Orleans). The third facility, the MSR Facility, is located at the Louis Armstrong International Airport.⁴ The MSR Facility does not have its own complement of employees. Employees from the NEW Facility and the MSY Facility simultaneously arrive at the MSR Facility to unload packages from the aircraft and transport them to either the NEW Facility or the MSY Facility, depending on where in the New Orleans area the package is destined. Generally, the employees from each facility handle the packages destined for that facility, though some overlap may occur if needed. Once at the appropriate facility, the packages are sorted and then distributed to the various delivery personnel for delivery. All three facilities are overseen by the District Field Service Manager, currently Dana Larrimer, who began his tenure in July of 2005.⁵

2. Supervisory and Personnel Structure

Working directly under the District Field Service Manager at the MSY Facility is Station Services Manager Donna Calamari. According to Mr. Larrimer, Ms. Calamari is responsible for the day-to-day operations of the MSY Facility. The Station Service Manager at the MSY Facility oversees five Field Service Supervisors. The parties stipulated and I find that the Field Service Supervisors are supervisors within the meaning of Section 2(11) of the Act. The Field Service Supervisors at the MSY Facility oversee approximately a total of 60 couriers, agents, and dispatchers.

³ The record indicates that in the aftermath of Hurricane Katrina, the Employer changed its operations including, but not limited to, working all employees out of the MSY Facility. The Employer's operations have since returned to normal. Because of the unusual circumstances caused by Hurricane Katrina, I will not address the changes or consider them in my decision. Moreover, neither party cited these measures in support of their arguments.

At the NEW Facility, Mr. Larrimer currently performs the functions of the Station Services Manager. Mr. Larrimer directly oversees the three Field Service Supervisors. The Field Service Supervisors at the NEW Facility oversee 37 couriers, agents, and dispatchers. According to Mr.

Larrimer, while he is based primarily at the MSY Facility, he keeps an office at both facilities. If the District Field Service Manager (Larrimer) is not available, the MSY Facility's Station Services Manager (Calamari) acts as his "back up" for both facilities. There is one salesperson whose responsibilities encompass both territories.

The MSR Facility is administered by the MSY Facility Station Services Manager. Monday through Saturday, while at the MSR Facility, employees from both facilities are supervised by a Field Service Supervisor from the MSY Facility.⁶

3. Geographic Territory

The NEW Facility is approximately ten miles from the MSY Facility. The territories of the two facilities, as well as the territories of the Employer's facilities worldwide, are determined at the corporate level.⁷ While the boundaries of the territories abut, there is no overlap of territories. The MSY Facility's territory includes: Metairie, La Place, Westwego, "New Orleans East," and St. Barnard Parish. The NEW Facility's territory includes: the rest of New Orleans (including the downtown area), the "West Bank" of Jefferson Parish, Buras, and Belle Chasse. The delivery routes within the territories are determined by the District Field Service Manager with consultation with the various supervisory personnel. The area south of the New Orleans area, in and around Houma, Louisiana, is handled by a contractor. Mr. Larrimer testified that employees from the two facilities have little, if any, contact with each other during the workday.

⁴ While it is the primary commercial airport serving the New Orleans area, it is actually located in Kenner, Louisiana (a suburb of New Orleans).

⁵ Mr. Larrimer was the only witness to testify at the hearing.

⁶ However, every other Sunday, the employees at the MSR Facility are supervised by a NEW Facility Field Service Supervisor.

⁷ The record indicates that the Employer's national headquarters is located in the State of Florida and that the New Orleans facilities answer to a regional office in Houston, Texas.

4. Wages and Benefits

Wages and benefits are determined at the national corporate level.⁸ The MSY and NEW Facilities are the Employer's only facilities that are currently non-unionized and the wage/benefit structure at these facilities differs from the rest of the Employer's facilities. Employees at both the NEW Facility and MSY Facility receive the same wages and benefits. Raises are based on successful evaluations and are determined, within certain parameters set by the corporate human resources department, by the District Field Service Manager.⁹

5. Discipline

Discipline at the Employer's facilities is handled initially by the front line supervisors – the Field Service Supervisors. They conduct any necessary investigation and, depending on the severity of the infraction, issue discipline. For more serious infractions, the matter is referred to the Station Services Manager. For the most severe infractions, the Employer's corporate human resources department must be consulted. Only the human resources department can authorize the termination of an employee.

6. Other Terms and Conditions of Employment

Individuals may apply for employment in one of two ways – apply over the Internet or get an application from either of the facilities. How or where an employee applies does not determine at which facility he may ultimately be assigned. Ideally, the Field Service Supervisors conduct interviews of applicants and then send their recommendations to Mr. Larrimer for discussion based on their needs. However, according to Mr. Larrimer, lately he has conducted approximately 60% of such interviews for both facilities. While potential employees must pass certain tests mandated by the corporate human resources department, the District Field Service Manager ultimately makes the decision as to who is hired. Depending on the number of incoming employees, orientation classes take place either separately at the employees' own facility or conjointly at the MSY Facility.

⁸Though, currently being the Employer's only two unorganized facilities, their wage/benefit structure is different from the rest of the Employer's facilities.

Promotions may be initiated by a supervisor or by the employee. No matter how the promotion is initiated, it must be approved by the corporate human resources department.

Periodically, the Employer conducts training classes run by a corporate trainer. These training classes are conducted at the MSY Facility, but the employees from the two facilities do not attend trainings together. There are daily meetings at the start of each shift which take place at each facility, including at the MSR Facility where the employees from both facilities gather together for a brief meeting before unloading the packages. Finally, there are periodical hazardous materials trainings that take place at the MSY Facility.

Personnel records are kept at the facility at which the employee is assigned. However, payroll records are kept at, and payroll checks for those without “direct deposit” are issued from, the national corporate office. The checks are sent to the facility at which the employee is assigned.

Schedules at the MSY Facility are set up by a MSY Facility Field Service Supervisor and schedules at the NEW Facility are set up by a NEW Facility Field Service Supervisor. When there is a job opening at one of the New Orleans facilities, employees already working at that facility do not have a preference over employees at the other facility; but current employees of the Employer have priority over non-employees.

When an employee wishes to take leave, he first speaks with his Field Service Supervisor. Ultimately, it is up to the Station Services Manager of each facility (Larrimer at NEW, Calamari at MSY) to approve or disapprove the request. When deciding whether to approve the request, the scheduling needs of that employee’s facility is taken into consideration, but not the scheduling needs of the other facility. When two or more employees at a facility request leave and those requests conflict, the more senior employee gets the time. There is a seniority list for the MSY Facility and a separate seniority list for the NEW Facility. However, when an employee transfers from one facility to the other, the seniority he earned at the original facility follows him to the new facility (he would

¶As discussed below, evaluations are performed by the Field Service Supervisors.

not automatically be placed at the bottom of his new facility's seniority list). There is also a "master" seniority list for both facilities but the record is unclear as to what purpose this list serves.

When requesting personal leave, employees must fill out a form and present it to their Field Services Supervisor. The forms for the employees at the MSY Facility are then passed on to the MSY Facility's Station Service Manager, and the forms for the employees at the NEW Facility are passed on to Mr. Larrimar.¹⁰

When an employee reports to work, he "clocks in" at the station to which he is assigned.¹¹ Employees at both facilities wear identical uniforms. The Employer has an employee handbook that is issued nationwide. The "skill set" for the drivers for both facilities is the same. Employee appraisals are performed by the employee's direct supervisor using a form provided by the corporate human resources department. The record does not reflect whether negative evaluations must be approved or what happens if an employee disputes the evaluation. The employees at both facilities work the same hours. Though rare, employees may be placed "on call" in case they are needed at their facility. Managers, on the other hand, are placed "on call" for work at either facility.

The Employer relies on trucks to deliver packages. There is a single fleet of trucks, under the management of the District Field Service Manager, for all facilities in the New Orleans area.¹² While the trucks are assigned to, and stored at, either the MSY Facility, the NEW Facility, or the MSR Facility, there are occasions when one facility will borrow a truck from the other. The trucks are serviced by a contractor at the truck's assigned facility. When issued a truck for the day, a driver is also issued a "pouch" that contains a fuel card, an inspection book, keys, etc. The pouch is turned in when the truck is returned to the facility. Before leaving on their route, the drivers must conduct an inspection of the truck. Drivers are given assignments by dispatchers located at their own facility.

¹⁰Leave under the Family Medical Leave Act (FMLA) must be approved by the human resources department. ¹¹ Though it is technologically possible for him to clock in at either station ¹² There are about 85 trucks.

7. Interchange of Employees

There is little interchange of employees between the facilities. There was testimony about one employee, Quin Camp, assigned to the NEW Facility, whose daily responsibilities include taking MSY packages that had been misdirected to the NEW Facility to the MSY Facility, and vice-versa. On his way to and from the MSY Facility, he would deliver packages (both MSY and NEW) if the delivery address is on the way or it is a rush delivery.

Another employee, Harold Williams, assigned to the NEW Facility, goes to the MSY Facility every morning to work on the MSY Facility dock for one hour.¹³ Also, when an extra driver is needed at the MSY Facility, the Employer asks Mr. Williams if he wants to volunteer to work extra hours after his NEW shift ends. If Mr. Williams does not want to work extra hours, the deliveries would most likely not be made that day. The hours spent by Mr. Williams performing MSY work are “charged” to the NEW Facility.

There was testimony about permanent transfers between the two facilities within the previous year. Recently, Gloria McMichael, an employee originally assigned to the MSY Facility moved to the NEW Facility and the employee whose position she took at the NEW Facility took her position at the MSY Facility.¹⁴ Instead of a transfer, Mr. Larrimar characterized this as a “swap.” Mr. Larrimar testified that he approved the swap but first sought guidance from the human resources department. The record does not reflect what sort of guidance he sought.

Another employee originally assigned to the MSY Facility, Tim Miller, voluntarily transferred to the NEW Facility and back again.¹⁵

The testimony is unclear as to what authority the District Field Services Manager has in approving transfers between the facilities. What is clear, however, is that such decisions are not made below the District Field Service Manager level. Mr. Larrimer testified he has the authority to approve

¹³There was no testimony as to why he did this.

¹⁴This was done at the request of both employees.

¹⁵There was also testimony about Leonard Bychurch who worked at both facilities but there were no details provided.

some transfers, however, Mr. Larrimar also says he must seek “guidance” from the human resources department before other transfers are approved. The record suggests that while some transfers must be approved by the Employer’s human resources department, the human resources department generally follows Mr. Larrimar’s recommendation as long as the appropriate “policies” are followed.¹⁶

As noted above, on a daily basis about four employees from the MSY Facility, and about three employees from the NEW Facility, go to the MSR Facility. The length of time spent at the MSR Facility depends on the amount of work to be done but, generally, the employees are there for one and a half hours.¹⁷ Supervising the work at the MSR Facility is one of the MSY Field Service Supervisors.¹⁸

B. Law and Analysis

Neither party disputes that a single-facility unit is presumptively appropriate, unless the single facility is so functionally integrated with another unit that it has lost its separate identity. *Budget Rent A Car Systems, Inc.*, 337 NLRB 884, 885 (2002). To determine whether the single-facility presumption has been rebutted, the Board looks at such factors as central control over labor relations, local autonomy, interchange of employees (particularly temporary transfers), similarity of skills, conditions of employment, supervision, geographic separation, and plant and product integration. *Id.* For the following three reasons, I find that the MSY Facility and NEW Facility are not functionally integrated and maintain separate identities.

First, the evidence suggests the managers of the two facilities have a fair amount of autonomy. Although it is clear that the managerial staffs of the facilities have limitations on their authority, some imposed by corporate policy, Mr. Larrimer admitted that the facilities’ own

¹⁶The record does not reflect what these policies are.

¹⁷The record is unclear whether these are the same employees every day.

¹⁸If a supervisor is not available, a “lead” employee from the MSY Facility will supervise the work.

managerial staffs are responsible for the day-to-day management of the facilities.¹⁹ The Field Service Supervisors initiate the hiring decisions and, ideally, conduct the interviews (though the ultimate decision is made by the District Field Service Manager). The Field Service Supervisors are responsible for evaluating employees, and initiating wage raises. Discipline is initiated at the Field Service Supervisor level and it appears that most disciplinary decisions are made by either them or the Station Service Manager. Finally, facility management is responsible for the day-to-day staffing of the facility, assignment of routes, making sure packages are delivered, and granting vacations and leaves of absence. Although the evidence shows that the District Field Service Manager is involved in making some decisions for the NEW Facility, the degree to which he is involved is not sufficient to overcome the evidence suggesting that the facility is autonomous.

Second, the NEW Facility and MSY Facility are not integrated in their operations. Each facility is assigned a delivery territory and the territories do not overlap. Drivers are assigned to one of the facilities and, with rare exceptions, deliver packages only in their own territory. While employees from both facilities converge at the MSR Facility on a daily basis, the employees collect the packages for their facility only (though there may be occasional overlap based on errors). While the work at the MSR Facility is overseen by a Field Service Supervisor from the MSY Facility, this nod to efficiency does little to integrate the operations of the MSY and NEW facilities.

Staffing needs are determined by the scheduling needs of the individual facilities, not the two facilities together. While hiring decisions are made for both facilities by the District Field Service Manager, the decision-making process is started with each facilities' Field Service Supervisors who make recommendations based on their own needs. Once hired, an employee is assigned to a particular facility.

¹⁹It is also true that the District Field Service Manager has limitations on his authority but the Employer is not asserting that the only appropriate unit is a corporate wide unit.

While there is a single fleet of trucks, and some minimal degree of sharing, trucks are assigned to a particular facility. When in need of servicing, the trucks are serviced by a third party contractor at the facility to which they are assigned.

Finally, the identity of the employees as a separate grouping at each facility is apparent. Even Mr. Larrimer testified that employees from the two facilities have little, if any, contact with each other during the workday. As noted above, once an employee is hired, he is assigned to a particular facility. The employees are assigned to a team and directly overseen by Field Service Supervisors who are located at the employee's facility. Employee evaluations are conducted by the Field Service Supervisor. There is then a second layer of management, the Station Service Manager.²⁰ While not all disciplinary determinations are made by the Field Service Supervisors, they do make the determination in most of the cases and initiate the process in the others. Even when the matter is too serious for the Field Service Supervisor, the matter is only moved up to the Station Service Manager. Only the most serious matters are referred to the corporate human resources department. Vacation schedules, as well as personal leave requests, are made based on the scheduling needs of the individual facility, not the scheduling needs of both facilities. Only rarely are the employees at both facilities combined – training, for example. However, once again, this nod to efficiency does little to integrate the identities of the two groups.

Most importantly, the degree of employee interchange is minimal. There was testimony about three employees who had permanently transferred from one facility to the other within the last year. There was also testimony about two NEW Facility employees performing the work of the MSY Facility. This was limited, however, to only a few employees out of a combined workforce of 97. Moreover, the hours spent performing MSY work are charged to the NEW Facility.

In *General Mills Restaurants d/b/a Red Lobster*, 300 NLRB 908 (1990), there was significantly more interchange than in the current matter but the Board found the degree of

²⁰ The fact that Mr. Larrimer also functions as the Field Service Manager for the NEW Facility does little to diminish the fact that the NEW Facility employees are a separate group from those at the MSY Facility.

interchange to be minimal. At one of the restaurants, where the degree of temporary interchange was most extensive, 19 employees out of a work force of 85 employees were affected by a temporary work assignment during a one-year period. Permanent transfers, a less significant indication of actual interchange than temporary transfers, were similarly minimal, with 11 permanent transfers in a combined work force of 185 employees within a 1-year period. Nevertheless, the Board found the degree of interchange to be minimal.

Moreover, the significance of the interchange is further diminished because the interchange occurs largely as a matter of employee convenience, i.e., it is voluntary. See *Red Lobster, supra*. Consequently, for the reasons explained above, I find that the Employer has not rebutted the single facility presumption.

Much of the Employer's arguments stem from the fact that many of the labor relations policies and decisions originate from a central corporate office. However, this is not uncommon in large nationwide corporations. In many cases, the Board has found that other factors unique to the facilities in question have prevailed over central corporate control. See *First Security Services Corporation*, 329 NLRB 235 (1999); *Esco Corporation*, 298 NLRB 837, 840 (1990); *Red Lobster*, 300 NLRB 908, 911 (1990);

The Employer specifically cites *Jerry's Chevrolet, Cadillac, Inc.*, 344 NLRB No. 87 (2005), in which the Board found that only a bargaining unit including all four facilities was an appropriate unit. However, most of the similarities between Jerry's and the Employer's operations can be found in any corporate entity with multiple locations. A closer analysis, however, shows there are factors unique to Jerry's operations that rendered the four dealerships intertwined. In *Jerry's*, the employer's central office was located at one of the dealerships (not at a separate location); that central office performed all clerical and personnel matters for all four dealerships; the president, the vice president and human resources manager walked around all four dealerships several times a day; while there were sales and service managers at each dealership, they lacked the traditional authority of supervisors in regard to labor relations; those matters were left up to the vice president. Three of the

four dealerships were contiguous and the fourth was across the street; all four dealerships shared a parts facility as well as a collision center; all vehicles were dropped off and washed at one of the dealerships before being transferred to the appropriate dealership; all vehicles getting state inspections did so at another dealership. Two of the dealership's technicians performed warranty work on each others' vehicles. Based on these factors, it was clear that the operations of the four dealerships in *Jerry's* were highly integrated. However, in the current matter, this is not the case.

The Employer also cites *Twenty-First Century Restaurant*, 192 NLRB 881 (1971), for the proposition that the ten-mile distance argues for a multi-facility unit. However, this was only one of many factors considered. The Board was more persuaded by how little control the local managers have over the day-to-day operations of the facilities:

It is clear that the location manager is vested only with minimal discretion with respect to labor relations matters and the method of operation, and the exercise of his discretion is carefully monitored by the field supervisor who visits each location daily and the general manager who also makes frequent visitations. In sum, any meaningful decision governing labor relations matters emanates from established corporate-wide policy, as implemented by the general managers and field supervisors.

Id. at 882. The Board also took note of the fact that 50 out of a total of 450 employees were temporarily transferred among the various facilities during a one-year period. As for geographic proximity, the Board noted that *seven* facilities were within a ten-mile radius, not merely that two particular facilities were ten miles apart. Consequently, I find little value in this case as to geographic proximity.

However, I find great value in the case as it pertains to local autonomy. It is clear that the store managers in *Twenty-First Century* had little control over the operations, that they were vested with only carrying out corporate-wide policies, and had very little discretion. In that case, even day-to-day decisions at the local level were carried out by individuals not assigned to one particular store but by individuals who traveled among all of the employer's stores on a daily basis. This is not true

in the instant case. In the current matter, the Field Service Supervisors and the Station Service Manager have much more authority than the store managers in *Twenty-First Century*.

Conclusion

Most of the Employer's argument stems from the mere fact that the NEW Facility and the MSY Facility are part of a larger corporate entity. What I find more persuasive are the factors that are unique to this matter and argue for the facilities having separate identities, such as: management of each facility is fairly autonomous and exercises a great deal of control over the day-to-day operations of each facility; scheduling, including vacation schedules, is determined by the individual facilities; each of the facilities operates within a defined territory; employees are assigned to a particular facility and there is minimal interchange or contact among employees of the two facilities; staffing needs of each facility is determined by the needs of that facility, not both facilities combined; trucks are assigned to a particular facility with little interchange. Based on this, I find it to be appropriate that the employees at the NEW Facility be organized in a bargaining unit apart from those at the MSY Facility.

Accordingly, I find that the following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All drivers, couriers, agents and dispatchers employed at the Employer's 1717 Tchoupitoulas Street, New Orleans, Louisiana, facility;
Excluded: All salesmen, office clerical employees, guards,

professional employees and supervisors as defined by the Act.

DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. The employees will vote whether or not they wish to be represented for purposes of collective bargaining by the International Brotherhood of Teamsters, Local Union No. 270. The date, time, and place of the election will be specified in the notice of election that the Board's Regional Office will issue subsequent to this Decision.

Eligibility to Vote

Eligible to vote in the election are those in the unit who were employed during the payroll period ending immediately before the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are, (1) employees who have quit or been discharged for cause since the designated payroll period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

List of Eligible Voters

To ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses, which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 394 U.S. 759 (1969). Accordingly, it is hereby directed that within 7 days of the date of this Decision, the Employer must submit to the Regional Office an election eligibility list containing the full names and addresses of all the eligible voters. *North Macon Health Care Facility*, 315 NLRB 359, 361 (1994). The list must be of sufficiently large type to be clearly legible. To speed both preliminary checking and the voting process, the names on the list should be alphabetized (overall or by department, etc.). Upon receipt of the list, I will make it available to all parties to the election.

To be timely filed, the list must be received in the Regional Office on or before August 23, 2006. No extension of time to file the list will be granted except in extraordinary circumstances, nor will the filing of a request for review affect the requirement to file this list. Failure to comply with this requirement will be grounds for setting aside the election whenever proper objections are filed. The list may be submitted by facsimile transmission at (504) 589-4069. Since the list will be made available to all parties to the election, please furnish a total of two copies, unless the list is submitted by facsimile, in which case no copies need be submitted. If you have any questions, please contact the Regional office.

Posting Obligations

According to Section 103.20 of the Board's Rules and Regulations, the Employer must post the Notices to Election provided by the Board in areas conspicuous to potential voters for a minimum of 3 working days prior to the date of the election. Failure to follow the posting requirement may result in additional litigation if proper objections to the election are filed. Section 103.20(c) requires an employer to notify the Board at least 5 full working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on non-posting of the election notice.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570. This request must be received by the Board in Washington by **August 30, 2006.**

In the Regional Office's initial correspondence, the parties were advised that the National Labor Relations Board has expanded the list of permissible documents that may be electronically filed with the Board in Washington, DC. If a party wishes to file one of these documents electronically, please refer to the Attachment supplied with the Regional Office's initial

correspondence for guidance in doing so. The guidance can also be found under “E-Gov” on the National Labor Relations Board web site: www.nlr.gov. If no exceptions are filed to this report, the Board may decide the matter forthwith upon the record or make other disposition of the case.

SIGNED and **DATED** at New Orleans, Louisiana on this 16th day of August, 2006.

/s/ Rodney D. Johnson

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odney D. Johnson Regional Director
National Labor Relations Board Region
15
1515 Poydras Street, Suite 610
New Orleans, Louisiana 70112-3723

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